

### REMARKS

Reconsideration and further prosecution of the above-identified application are respectfully requested in view of the amendments, and the discussion that follows. Claims 1-4, 6-25, and 27-33 are pending in this application. Claims 1-4 and 6-20 have been rejected under 35 U.S.C. §112, first paragraph, as failing to comply with the written description requirement, and claims 1-4 and 6-20 have been rejected under 35 U.S.C. §112, second paragraph, as being indefinite. Claims 1-4, 6-25, and 27-33 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,665,395 to Busey et al. ("Busey") in view of U.S. Patent No. 6,771,765 to Crowther et al. ("Crowther"). Claims 1-4, 6-25, and 27-33 have been rejected under 35 U.S.C. §103(a) as being unpatentable over Busey in view of Crowther and further in view of Price (U.S. Pat. No. 6,389,132). Claims 7, 13, 21, 22, and 28 have been amended for clarification. After a careful review of the claims, it is believed that the claims are allowable and allowance is therefore respectfully requested.

Claims 1-4 and 6-20 have been rejected as containing subject matter not described in the specification. Specifically, that claims 1 and 13 claim routing non-exclusive media types to transaction processing entities currently handling exclusive media types but that this is not disclosed in the specification. However, page 9 describes a transaction table where the denominator in each call is a threshold for a maximum number of customer contacts permitted for each media type and the numerator in each cell is the number of assigned customer contacts (p. 9, lines 6-9). Further, for example, in Fig. 2, Agent Tony is shown as handling (see numerator in each cell) one voice message, fifteen voicemails, 1 chat, 20 e-mails, and zero webcasts. At p. 9, lines 17-20, Tony is described as handling a voice media type, which is exclusive, and thus cannot be assigned a webcast, while Fig. 2 shows assignment of multiple non-exclusive types such as e-mails and voicemails. Thus, Fig. 2, taken with the description of page 9, discloses the claimed subject matter.

Claims 1-4 and 6-20 have been rejected as indefinite for use of the term "otherwise" in claims 1 and 13. Claims 1 and 13 have been amended to remove this term. Therefore, the claims are now believed to be in allowable form.

All the pending claims have been rejected as being obvious over Busey in view of Crowther. Claims 1, 13, and 21 have been amended to clarify that the contact media type maximums are simultaneously handled contacts, and that transaction tables include maximums and current assignments for each processing entity. The claims also claim that no additional exclusive media type contact is routed for the duration of the current exclusive media type contact while the non-exclusive media type contacts may still be routed to the entity. Crowther discloses a queuing mechanism based upon agent skillsets. Media type is defined in the application as referring to the source or access channel over which the call is processed (p.4, 2<sup>nd</sup> para.) and as claimed is clearly distinguishable from the agent skills to which Crowther is addressed. The Office Action asserts that agent skills are not distinguishable from media type because agent skills are basically tied to the media type. In fact, media type and skillsets are entirely different concepts. Skillsets concern agent attributes, and media type concerns attributes of a communication channel. For example, the Office Action equates exclusive type with the highest interruptability level. However, Crowther states "the interrupt level defines .... Whether agents assigned to a skillset may be interrupted...." (Col 5, lines 10-12). This is clearly a characteristic assigned to the agent while media type is a characteristic of the media channel. Thus, even if an agent's skillset would allow the agent to be interrupted, the claimed system would not assign the call if the media channel was exclusive and the agent was already handling an exclusive media channel. Thus, the interruptability level assigned to the agent skillsets taught by Crowther is entirely different from the claimed media type. As a consequence, Crowther concerns matching agent skills to requirements of calls while the invention concerns the opposite, matching media type (i.e. channel attributes) to agents. Since interrupt levels in Crowther are assigned to skillsets, they do not teach or suggest the exclusive or non-exclusive media types of the application, and there is no teaching to support applying the Crowther interrupt to the media types of the claims.

The Office Actions have asserted that media type determines the type of request that needs to be handled by an agent with a particular skillset citing the example in Crowther of an agent logged into a telephone. However, that is merely an instance in which a specific agent is physically able to receive only telephone calls, not one in which the system determines the media type as exclusive or a non-exclusive, but rather defines

the given agent as receiving exclusively telephone calls which does not even prevent the agent from receiving other “exclusive” telephone calls while handling the first. The Office Actions have further asserted that Crowther teaches an interruptability level of 1 for some calls which cannot be interrupted. However, this is a priority level attached to the agent’s skills and not the media type. (“agent 330 is logged onto...skill sets at priority levels p1.”). The interruptability levels in Crowther are based on agent skillsets, not media type. Thus, there is no teaching that supports applying interrupts to media types and no support for using interrupt levels of 1 for media type exclusivity. Accordingly, Busey and Crowther cannot be combined to render the independent claims 1, 13, 21 and 22 obvious.

The Office Action assumes that the exclusive media type is same as the highest interruptability level, and non-exclusive media type is the same as the lowest interruptability level. However, this is not accurate. The media type concerns characteristics of the media channel, and is not an agent or agent skillset interruptibility level. Therefore, claims 1, 13, 21 and 22 are believed to be allowable for the above reason.

Claims 1 and 13 also recite “permitting no further customer contact of the exclusive media type for the duration of said current customer contact...when said media type is exclusive while routing other non-exclusive customer contacts to the transaction processing entity during the current customer contact.” Thus, these claims recite that no additional exclusive media type contact is routed for the duration of the current exclusive media type contact while the non-exclusive media type contacts may still be routed to the entity. Neither Busey nor Crowther teach or suggest contact distribution which prevents further assignment of the exclusive type to a processing entity when an exclusive type has already been assigned while still assigning non-exclusive types to the processing entity.

The Office Action concedes that Busey and Crowther do not teach this feature but asserts that Price does so at Col. 4, lines 25-45 and Col. 7, lines 30-35. However, Price at Col. 4, lines 25-45 merely describes a connection between a customer 12, and agent 30 where the contact may be one of several forms (i.e., e-mail, fax, etc.) after acknowledgment from the customer in response to an agent attempting to connect the customer (Col. 4, lines 16-27). Col. 7, lines 30-35 merely describes multitasking with no

recognition of the problems solved by the invention, or the method of solving them. Thus, even if Price is combined with Busey and Crowther, it does not teach the claimed method/system for handling the multiple media types by establishing limits of each media type that each agent can handle, with exclusive and non-exclusive media types. Further, Price does not teach exclusive and non-exclusive media types wherein non-exclusive media types can still be assigned to an agent handling an exclusive type as claimed. Neither do Busey or Crowther. Thus, the claims are distinguishable over the combination of Busey, Crowther and Price.

Further, the Office Actions have repeatedly argued that Crowther's highest interruptability skill level "which cannot be interrupted (Col. 7, lines 38-46 and Col. 8, lines 14-20)" teaches the claimed exclusive media type. The claims call for interruptability of the exclusive media type by continued routing of non-exclusive contacts to a processing entity (e.g., agent) currently handling an exclusive media type. Thus, Crowther's teaching of an uninterruptable level that cannot be interrupted ("the agent can be interrupted only if a request is queued in a skillset of higher interruptability level and only if this agent is assigned to that skillset" Col. 8, lines 14-16) is contrary to, and teaches away from the claims. The highest level of priority identified by the Office Actions in Crowther prevents all further assignment of lower priority contacts which is also contrary to and teaches away from Price. Thus, Price and Crowther cannot properly be combined. Thus, the claims are distinguishable over the combination of Crowther, Busey, and Price because neither reference discloses this feature of continuing to route non-exclusive media type contacts while blocking further exclusive media type contacts and because Price cannot properly be combined with Busey and Crowther.

Claims 1-14, 6-25, and 27-33 call for maintaining the current assignments to each transaction entity or "determining a metric of how many customer contacts of the media type have been assigned to the transaction processing entity", and claims 1, 13, and 21 call for a transaction table with maximums of each media type for each processing entity. Busey, Crowther, and Price do not teach this feature. The endpoint described in Busey, at Col. 11, lines 15-67 cited in the Office Actions, concerns a single communications line ("an endpoint can be thought of as a communication line over which information can be exchanged with a single customer." Busey, Col. 11, lines 18-20) and does not distinguish

media type. Thus, Busey is not concerned with the maximum number of contacts of the media type that a transaction processing entity is permitted to handle simultaneously, or the number of each type currently assigned to an entity, but merely the number of contacts. Similarly, this feature is not disclosed by Crowther or Price. Therefore, claims 7, 8, and 13-33 are further distinguishable over the combination of Busey, Crowther, and Price because neither reference discloses determining how many contacts of the media type have been assigned, or determining when the maximum has been met.

Transaction routing tables are recited in independent claims 1, 13, and 21 from which dependent claims 14-20 depend. Such transaction routing tables of transaction processing entities with maximum number of each media type that may be handled simultaneously by the entity recited in claims 1, 13, and 21 are not disclosed by Busey, Crowther, or Price. Nor do Busey, Crowther, or Price suggest such tables based upon media type. Therefore claims 1, 13, and 21 are believed to be further distinguishable over the combination of Busey, Crowther, and Price for this reason as well.

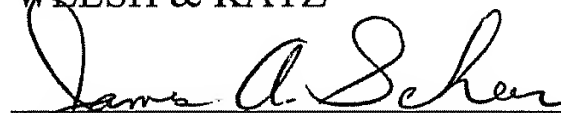
Allowance of claims 1-4, 6-25 and 27-33, as now presented is believed to be in order and such action is earnestly solicited. Should the Examiner be of the opinion that a telephone conference would expedite prosecution of the subject application, he is respectfully requested to telephone applicant's undersigned attorney.

The Commissioner is hereby authorized to charge any additional fee which may be required for this application under 37 C.F.R. §§ 1.16-1.18, including but not limited to the extension of time fee, RCE fee, petition fee, extra claims fee, issue fee, or credit any overpayment, to Deposit Account No. 23-0920. Should no proper amount be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal, or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 23-0920.

Respectfully submitted,

HUSCH BLACKWELL SANDERS  
WELSH & KATZ

By:



James A. Scheer

Registration No. 29,434

Dated: June 9, 2009

HUSCH BLACKWELL SANDERS  
WELSH & KATZ  
120 South Riverside Plaza, Suite 2200  
Chicago, Illinois 60606  
(312) 655-1500